

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY  
AND THE SAN DIEGO POLICE DEPARTMENT  
REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is effective \_\_\_\_\_, 2004, between THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY (City) and THE SAN DIEGO POLICE DEPARTMENT (Participating Agency) under the following terms and conditions:

1. The Participating Agency agrees to comply with the Grant Assurances for Urban Area Security Initiative (**Attachment A**).
2. The Participating Agency agrees to submit a Reimbursement Request Form (**Attachment B**) by the 10<sup>th</sup> day of each month to request reimbursement for costs incurred in accordance with the UASI grant program guidelines.
3. The Participating Agency agrees to submit at the time of signing of this MOU, and on October 1 of each year thereafter, a verified confirmation of its public safety personnel by category and within the definitions provided in item 3.1 below for each of those categories (**Attachment C**). Public safety personnel shall only be counted in one category and one job classification even if they have multiple disciplines, such as Fire Fighter and Paramedic. The required listing of public safety personnel shall be by job classification from personnel, payroll and/or budgetary records by category in the format below.

- 3.1 Public safety personnel categories and definitions shall be as follows (civilian personnel shall not be counted):

**Fire Services (FS)** - Personnel at the urban area jurisdiction level who are in personnel classifications which provide services as first responders and meet the Hazmat First Responder Operations level requirements of 29 C.F.R. § 1910.120 (2003) and title 8, section 5192 of the California Code of Regulations.

**Law Enforcement (LE)** – Personnel, in accordance with the provisions of California Penal Code Sections 830-832.16, who work for agencies at the local and municipal level with responsibility as sworn law enforcement officers.

**Emergency Medical Services (EMS)** – Personnel and contractors who, on a full-time or part-time basis serve as first responders, Emergency Medical Technician (EMT) I, II or Paramedic on ground-based and aero-medical services to provide pre-hospital care, through ambulance service, rescue squad, or medical engine company. Personnel must meet the requirements set forth in title 22, sections 100056 through 100180 of the

Memorandum of Understanding - Urban Area Security Initiative Grant Funding

California Code of Regulations.

**HazMat (HZ)** – Personnel, full-time or part-time, who identify, characterize, or provide risk assessment, and mitigate/control the release of a hazardous substance or potentially hazardous substance as Hazardous Materials Specialists or Technicians and members of the Hazardous Incident Response Team.

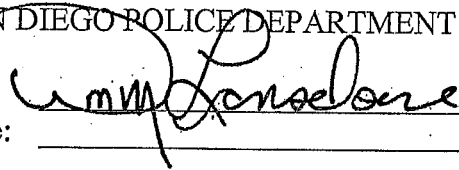
4. The Participating Agency agrees to maintain all documentation supporting all expenditures reimbursed from grant funds, and ensure all expenditures are allowable under grant requirements. The records shall be maintained and retained in accordance with UASI grant requirements and shall be available for audit and inspection by the City and designated grant agent personnel.
5. The Participating Agency agrees that all its expenditures shall be in accordance with the pre-approved expenditure details as submitted to the City and approved by the State of California Office of Homeland Security (CA-OHS) and the U.S. Department of Homeland Security Office of Domestic Preparedness (ODP). Any deviations from the pre-approved list shall be submitted to the City for approval before making such expenditures.

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the City of San Diego Office of Homeland Security and the San Diego Police Department, by and through their authorized representatives.

CITY OF SAN DIEGO

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SAN DIEGO POLICE DEPARTMENT

By:  \_\_\_\_\_  
Title: \_\_\_\_\_

I HEREBY APPROVE the form and legality of the foregoing Memorandum of Understanding this \_\_\_\_ day of \_\_\_\_\_, 2004.

CASEY GWINN, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

***SAN DIEGO OFFICE OF HOMELAND SECURITY***  
***Grant Assurances for Urban Area Security Initiative***

**Attachment A**

Participating Agency: San Diego Police Department

Address: 1401 Broadway

City: San Diego

State: CA

Zip Code: 92101

Telephone Number: 619-531-2745

Fax Number: 619-531-2530

E-Mail Address: gsaldamando@pd.sandiego.gov

As the duly authorized point of contact, I certify that the agency named above:

1. Has the legal authority to receive federal assistance, and has the institutional, managerial and financial capability to ensure proper planning and management of grant funds.
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs.
3. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
4. Will provide progress reports and such other information as may be required by the Office of Homeland Security, Office of Emergency Services and/or the awarding agency.
5. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.
7. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

***SAN DIEGO OFFICE OF HOMELAND SECURITY***  
***Grant Assurances for Urban Area Security Initiative***

8. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin;
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps;
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age;
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse;
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
  - i. Title 28, Code of Federal Regulations, Part 42, Subparts C, D, E and G;
  - j. Title 28, CFR, Part 35;
  - k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and
  - l. The requirements on any other nondiscrimination statute(s) which may apply to the application.
9. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases.
10. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

***SAN DIEGO OFFICE OF HOMELAND SECURITY***  
***Grant Assurances for Urban Area Security Initiative***

11. Will comply with environmental standards which may be prescribed pursuant to the following:
  - a. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - b. notification of violating facilities pursuant to EO 11738;
  - c. protection of wetlands pursuant to EO 11990;
  - d. evaluation of flood hazards in floodplains in accordance with EO 11988;
  - e. assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - f. conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.);
  - g. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
  - h. protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq).
14. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
15. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the applicant's application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
  - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the federal or state government.
  - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
  - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.

***SAN DIEGO OFFICE OF HOMELAND SECURITY***  
***Grant Assurances for Urban Area Security Initiative***

16. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
17. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
18. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
19. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
20. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
21. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction sub-agreements.
22. Will not make any award or permit any award (sub-grant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."
23. Agrees that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

***SAN DIEGO OFFICE OF HOMELAND SECURITY***  
***Grant Assurances for Urban Area Security Initiative***

- b. If any other funds than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including sub-grants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
24. Agrees that equipment acquired or obtained with grant funds:
- a. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant.
  - b. Is consistent with needs as identified in the Terrorism Annex to the State's Emergency Plan, and will be deployed in conformance with that plan.
  - c. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
25. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.
26. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-87 and A-133, E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements contained in Title 28, Code of Federal Regulations, Part 66, that govern the application, acceptance and use of Federal funds for this federally-assisted project.

***SAN DIEGO OFFICE OF HOMELAND SECURITY***  
***Grant Assurances for Urban Area Security Initiative***

27. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provision of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.
28. Will comply with provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
29. Will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
30. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
31. Will, in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
32. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
33. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
34. Will comply, if applicable, with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

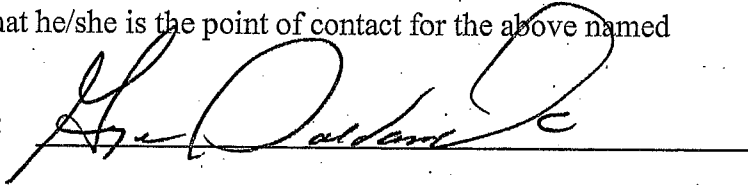


***SAN DIEGO OFFICE OF HOMELAND SECURITY***  
***Grant Assurances for Urban Area Security Initiative***

35. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
36. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.
37. Maintain an equipment tracking system that includes the components identified in Title 28, Code of Federal Regulations (CFR), Parts 66.32 and 66.33, and DOJ Financial Guide Part III, Chapter 6.
38. Maintain financial management systems that support grant activities in accordance with 28 CFR Part 66.20, and DOJ Financial Guide, Part II, Chapter 3.

The undersigned represents that he/she is the point of contact for the above named agency.

Signature of Point of Contact:

A handwritten signature in black ink, appearing to read "George Saldamando", written over a horizontal line.

Printed Name of Point of Contact: George Saldamando

Title: Assistant Chief of Police

Date: 5-14-04

**Office of Homeland Security – Urban Area Security Initiative Grant Program**  
**FY 2003 073-66000**

**Reimbursement Request Form**

**Attachment B**

**Mail Reimbursement Request to:**

City of San Diego  
Office of Homeland Security  
D.P. Lee Director  
1010 Second Avenue, Suite 1060  
San Diego, CA 92101

**DATE** \_\_\_\_\_

**AGENCY** \_\_\_\_\_

**EXPENDITURE PERIOD: FROM** \_\_\_\_\_ **TO** \_\_\_\_\_

Type of Expenditures	Approved Budget	Reimbursement Requested This Period	Total Reimbursements Requested To Date	Unexpended Balance of Approved Budget
Equipment (1)	\$	\$	\$	\$
Exercise (2)	\$	\$	\$	\$
Training (2)	\$	\$	\$	\$
Planning (2)	\$	\$	\$	\$
<i>Total</i>	\$	\$	\$	\$

- (1) A listing of all expenditures identified by number on the Approved Budget Detail Worksheet must be submitted as an attachment.  
(2) A listing of all personnel costs identified by project number on the Approved Project Detail Worksheet must be submitted as an attachment.

Under penalty of perjury, I certify that:

- I am the duly authorized point of contact of the agency named above
- This claim is in all respects true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances
- This claim is for costs incurred within the Grant Performance Period

**Point of Contact**

Printed Name \_\_\_\_\_

Phone No. \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Fax No. \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Signature \_\_\_\_\_

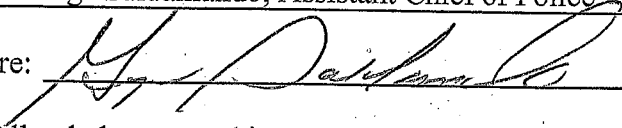
Date \_\_\_\_\_

## CERTIFICATION OF PUBLIC SAFETY PERSONNEL BY CATEGORY

Date: April 15, 2004

Agency: San Diego Police Department

Authorized Agent Name: George Saldamando, Assistant Chief of Police

Authorized Agent Signature: 

Public safety personnel shall only be counted in one category, as defined in the Memorandum of Understanding between the City of San Diego and the participating agency, and one job classification even if they have multiple disciplines, such as Fire Fighter and Paramedic. The required listing of public safety personnel shall be by job classification from personnel, payroll and/or budgetary records. For classifications not listed, please use the additional lines within each category.

CATEGORY - EMERGENCY MEDICAL SERVICES	
JOB CLASSIFICATION	NUMBER OF PERSONNEL
EMERGENCY MEDICAL TECHNICIAN I	
EMERGENCY MEDICAL TECHNICIAN II	
PARAMEDIC	
LIFEGUARD I	
LIFEGUARD II	
LIFEGUARD III	
LIFEGUARD SERGEANT	
MARINE SAFETY LIEUTENANT	
LIFEGUARD CHIEF	
TOTAL	
CATEGORY - FIRE SERVICES	
JOB CLASSIFICATION	NUMBER OF PERSONNEL
FIRE RECRUIT (meets FS definition)	
FIRE FIGHTER I	

# CERTIFICATION OF PUBLIC SAFETY PERSONNEL BY CATEGORY

Page 2 of 3

CATEGORY - FIRE SERVICES	
JOB CLASSIFICATION	NUMBER OF PERSONNEL
FIRE FIGHTER II	
FIRE ENGINEER	
FIRE CAPTAIN	
FIRE BATTALION CHIEF	
FIRE SHIFT COMMANDER	
DEPUTY FIRE CHIEF	
ASSISTANT FIRE CHIEF	
FIRE CHIEF	
TOTAL	
CATEGORY - HAZARDOUS INCIDENT RESPONSE TEAM	
JOB CLASSIFICATION	NUMBER OF PERSONNEL
HAZARDOUS MATERIALS SPECIALIST	
HAZARDOUS MATERIALS TECHNICIAN	
TOTAL	
CATEGORY - LAW ENFORCEMENT	
JOB CLASSIFICATION	NUMBER OF PERSONNEL
POLICE RESERVE	22
POLICE OFFICER I	125
POLICE OFFICER II	1584
POLICE AGENT	16
POLICE CORPORAL	
POLICE SERGEANT	307
POLICE LIEUTENANT	51

# CERTIFICATION OF PUBLIC SAFETY PERSONNEL BY CATEGORY

Page 3 of 3

CATEGORY - LAW ENFORCEMENT	
JOB CLASSIFICATION	NUMBER OF PERSONNEL
POLICE CAPTAIN	13
ASSISTANT POLICE CHIEF	6
EXECUTIVE POLICE CHIEF	1
POLICE CHIEF	1
RESERVE DEPUTY	
DEPUTY SHERIFF	
SHERIFF'S SERGEANT	
SHERIFF'S LIEUTENANT	
SHERIFF'S CAPTAIN	
SHERIFF'S COMMANDER	
ASSISTANT SHERIFF	
UNDERSHERIFF	
SHERIFF	
TOTAL	2126